

Judge Hellerstein

08 CIV 6247

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

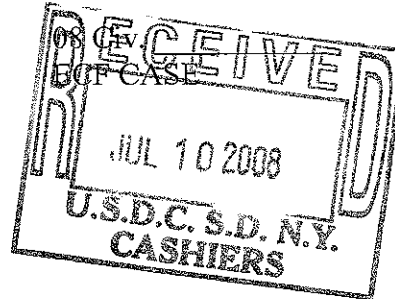
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LIBRA SHIPPING PTE. LTD.

Plaintiff,

- against -

DUCK MARITIME CORP.

Defendant.
-----X



VERIFIED COMPLAINT

Plaintiff, LIBRA SHIPPING PTE. LTD. (hereinafter referred to as "Plaintiff" or "LIBRA"), by and through its attorneys, Tisdale Law Offices LLC, as and for its Verified Complaint against the Defendant, DUCK MARITIME CORP. (hereinafter referred to as "Defendant" or "DUCK"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Singapore.
3. Upon information and belief, Defendant was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in Panama.
4. By a charter party dated May 5, 2008 on an amended NYPE form, LIBRA chartered the "M/V DUCK FORTUNE" from DUCK for one time charter trip "DURATION 20/30 DAYS WOG."

5. Certain disputes arose between the parties after the Defendant failed to pay the balance of hire and other expenses due and owing to the Plaintiff in breach of the charter party.

6. As a result of Defendant's breaches of the charter party, Plaintiff has suffered damages in the principal amount of \$43,514.79. *See Consolidated Statement of Account annexed hereto as Exhibit "1."*

7. Despite due demand, Defendant has failed to pay the sums due and owing as a result of its breaches of the charter party.

8. Pursuant to the aforementioned charter party, any disputes arising thereunder shall be referred to Arbitration in London with English law to apply.

9. Plaintiff will soon commence arbitration in London and appoint its arbitrator.

10. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$43,514.79
B.	Estimated interest on claims: 3 years at 7%	\$10,081.22
C.	Estimated attorneys' fees:	\$25,000.00
Total		\$78,596.01

11. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

12. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of **\$78,596.01**.

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of **\$78,596.01** belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;

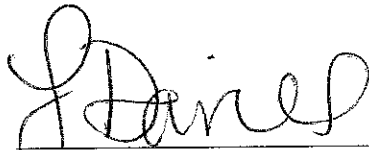
D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: July 10, 2008
New York, NY

The Plaintiff,
LIBRA SHIPPING PTE. LTD.,

By:



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EXHIBIT 1

CONSOLIDATED STATEMENT OF ACCOUNT FOR M.V. DUCK FORTUNE (REF:GR-0809006)									
1	CHARTER HIRE	13/05/2008 15:00	22/06/2008 00:30	39.40	18750	\$ 738,671.88			
2	CABLES ENT				1500	\$ 1,942.81			
3	ILOHC					\$ 2,500.00			
						\$ -			
4	BUNKER ON DELIVERY								
	IFO	311.900	653.00	203670.70					
	MDO	93.600	1075.00	100620.00					
									\$ 304,290.70
	TOTAL PAYABLE								\$1,047,405.38
1	BUNKER ON REDELIVERY								
	IFO	286.750	653.00	\$ 187,247.75					
	MDO	94.600	1075.00	\$ 101,695.00					
									\$ 288,942.75
2	OFFHIRES (TIME LOST)			\$ 13,606.77					
3	OFFHIRE (IFO)			\$ 473.88					
4	OFFHIRE (MDO)			\$ 1,170.18					
5	ON HIRE SURVEY FEE (OWNERS SHARE)			\$ -					
6	OFF HIRE SURVEY FEE (OWNERS SHARE)			\$ -					
7	PERFORMANCE CLAIM (TIME LOST)			\$ 20,398.44					
8	PERFORMANCE CLAIM (IFO)			\$ (3,526.20)					
9	PERFORMANCE CLAIM (MDO)			\$ 483.75					
10	OWNS EXP AT LOAD PORT			\$ -					
11	OWNS EXP AT SINGAPORE			\$ -					
12	OWNS EXP AT DISCHARGE PORT			\$ -					
13	3.75 PER ADDCOM (NET BASIS)			\$ 26,425.00					
13	1.25% BROKERAGE (NET BASIS)			\$ 8,808.33					
									\$ 67,840.15
14	REMITTANCE								
	16/05/2008	DUCK	1ST HIRE PAYMENT	\$ 493,699.91					
	27/05/2008	DUCK	2ND HIRE PAYMENT	\$ 35,723.63					
	29/05/2008	DUCK	3RD HIRE PAYMENT	\$ 21,630.12					
	03/06/2008	DUCK	4TH HIRE PAYMENT	\$ 58,050.90					
	13/06/2008	DUCK	5TH HIRE PAYMENT	\$ 53,585.44					
	16/06/2008	DUCK	6TH HIRE PAYMENT	\$ 71,447.27					
									\$ 734,137.27
	TOTAL DEDUCTABLES								\$1,090,920.17
	NET DUE TO OWNERS / (CHARTERERS)								\$ (43,514.79)
PLEASE REMIT TO CHARTERERS NOMINATED BANKING DETAILS ASF:-									
HABIB BANK LTD									
SINGAPORE 048693									
SWIFT: HABBSGSG									
CORRENPDENT BANK DETAILS: CITIBANK, NEWYORK – FED WIRE NO 021000089 –									
HABIB BANK LTD A/C NO WITH CITI BANK – 36144911									
LIBRA SHIPPING PTE LTD ACCOUNT NO. WITH HABIB BANK LTD: 3497010328001									
REFERENCE : M/V DUCK FORTUNE / LIBRA FINAL HIRE RECOVERY									